Morning Oregonian.

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GENERAL NEWS.

Four Little Boys Killed by Backing at Louisville.

Robertson Declines to Retire from the Collectorship Fight—Fourteen Persons Burned at Elgin, Illinois.

LOUISVILLE, April 29.—[Special to the Chicago Tribune.]—Four little boys were killed in the yard of a North Louisville [illegible] this morning. [illegible] Market street, [illegible] Sixth, [illegible] Seventh, [illegible] Eighth, [illegible] Ninth, [illegible] Tenth, [illegible] Eleventh, [illegible] Twelfth, [illegible] Thirteenth, [illegible] Fourteenth, [illegible] Fifteenth, [illegible] Sixteenth, [illegible] Seventeenth, [illegible] Eighteenth, [illegible] Nineteenth, [illegible] Twentieth, [illegible] Twenty-first, [illegible] Twenty-second, [illegible] Twenty-third, [illegible] Twenty-fourth, [illegible] Twenty-fifth, [illegible] Twenty-sixth, [illegible] Twenty-seventh, [illegible] Twenty-eighth, [illegible] Twenty-ninth, [illegible] Thirtieth, [illegible] Thirty-first, [illegible] Thirty-second, [illegible] Thirty-third, [illegible] Thirty-fourth, [illegible] Thirty-fifth, [illegible] Thirty-sixth, [illegible] Thirty-seventh, [illegible] Thirty-eighth, [illegible] Thirty-ninth, [illegible] Fortieth, [illegible] Forty-first, [illegible] Forty-second, [illegible] Forty-third, [illegible] Forty-fourth, [illegible] Forty-fifth, [illegible] Forty-sixth, [illegible] Forty-seventh, [illegible] Forty-eighth, [illegible] Forty-ninth, [illegible] Fiftieth, [illegible] Fifty-first, [illegible] Fifty-second, [illegible] Fifty-third, [illegible] Fifty-fourth, [illegible] Fifty-fifth, [illegible] Fifty-sixth, [illegible] Fifty-seventh, [illegible] Fifty-eighth, [illegible] Fifty-ninth, [illegible] Sixtieth, [illegible] Sixty-first, [illegible] Sixty-second, [illegible] Sixty-third, [illegible] Sixty-fourth, [illegible] Sixty-fifth, [illegible] Sixty-sixth, [illegible] Sixty-seventh, [illegible] Sixty-eighth, [illegible] Sixty-ninth, [illegible] Seventieth, [illegible] Seventy-first, [illegible] Seventy-second, [illegible] Seventy-third, [illegible] Seventy-fourth, [illegible] Seventy-fifth, [illegible] Seventy-sixth, [illegible] Seventy-seventh, [illegible] Seventy-eighth, [illegible] Seventy-ninth, [illegible] Eightieth, [illegible] Eighty-first, [illegible] Eighty-second, [illegible] Eighty-third, [illegible] Eighty-fourth, [illegible] Eighty-fifth, [illegible] Eighty-sixth, [illegible] Eighty-seventh, [illegible] Eighty-eighth, [illegible] Eighty-ninth, [illegible] Ninetieth, [illegible] Ninety-first, [illegible] Ninety-second, [illegible] Ninety-third, [illegible] Ninety-fourth, [illegible] Ninety-fifth, [illegible] Ninety-sixth, [illegible] Ninety-seventh, [illegible] Ninety-eighth, [illegible] Ninety-ninth, [illegible] One Hundredth.

The World's Fair Commission.

[illegible] of a meeting of the World's Fair [illegible] [illegible] [illegible]

The Daily Oregonian.

FRIDAY MORNING, APRIL 30, 1881

THE QUESTION OF SALVAGE.

Under the title of the New York Tribune discusses a question which there is now pending with Washington, asks: "How much shall it be to save a country? How much to save a port? How large shall the deductions be from the fortunes of its citizens? What private properties of the patriotic shall be awarded the savior of his property?" And then it pertinently adds, that while simply matters greatly if it were set down as a fundamental fact that citizens of a republic, in their relations to the ship of state as owners, builders, consignors, consignees, officers, crews and passengers, are prohibited from claiming salvage," meaning thereby those individual share of the federal patronage. The contest now raging at Washington over the nomination of collector of the port of New York gives particular significance to this question of how the president shall fill the offices of the government. Everybody knows now he should fill them, and how the constitution says he shall fill them; but how it has come to pass, under the various and varied rules that the president has followed in the exercise of his office. What precise proportions of the patronage shall be awarded the savior of his party?

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... and RAW UMBER,
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...'S ENGLISH VERMILION,
...MARINE BLUE.
...ium, Blue,
...ld Paris Green,
...e Pink, and Rose Lake,
...Vandyke Brown, etc.
...ELLOW CHROMOLACQ...
...is White and Kalsomine.
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...ils, Castor Oils,
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...Graining Brushes, etc.
ARTISTS' BRUSHES.
...Graining Brushes, etc.
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...and Black Sable Brushes of
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...colors in Oil.
...ater Colors.
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...W IS THE TIME TO SOW IT.
A GOOD ... PLY AT
...ODD'S ... MANSELL,

The Daily Oregonian.

FRIDAY MORNING, APRIL 29, 1881

WEATHER PROBABILITIES.

...SHINGTON, April 29.—Indications for northern ...Pacific coast region: Fair weather.

CITY.

...ON PENNIS, Portland's veteran fire fighter, ...arrived here Tuesday with 1,000 tons of powder in addition to a regular cargo and lay with the coal for bunker for hours of more or ...Francisco, best of ... street. An ordinance is in force forbidding powder in greater quantities than seventy-five pounds to be stored in the city limits. A new law should be made or the old one amended so as to secure more safety in receiving the explosive from vessels. Shipments to this port are usually in excess of former years on account of early ... operations. Steamships will not carry powder, and all received comes by sail. The U. S. Navy ... who are always remaining in port high enough above ... than take the risk of transporting it themselves. The only way to prevent so many powder on passenger boats, but send at a less a special steamer to the Cascades every second and fourth Wednesday with the duty of the freight and the powder on the ... bunker. One-half was black and the other half ... explosion of the latter was not worse, if ... the horrors of possibility. Such an accident would have resulted in the destruction of all the ... fleet of sailing vessels. Let our city be asserted by the council that it ... against ... Steam ... and all powder ... not be received in the city limits.

...Land Office Business.—The United States land ... Portland, Oregon, have made 1,071 pre-emption ... and 1,051 homestead entries. Applications have also been made with many of the principal banks of the commercial centers of the state, for investment of a combined ... $200 per acre, and $50 second proof. The ... tickets at half-fare rates from all points in the valley will be issued, to continue good from the 30th to the 8th, inclusive. Excess of ten hands will be in attendance, and every effort will be made to make the 30th and 31st of June, last, memorable in the history of horse-racing in Oregon.

...Bazar.—There was a decided increase in the attendance last evening at the Bazar given by the ladies of the German Reform church at Masonic hall. A number of very handsome articles are displayed on the tables and a great many chances were taken. This evening some of the smaller articles will be raffled off, the chances having been taken. The bazar will be continued every evening until next Wednesday. To-morrow (Saturday) afternoon the bazar will be open from 2 o'clock to 6. A cordial invitation is extended to the public.

...Or Joint.—Mr. L. J. Lail, of Columbia Slough, met with a very painful accident yesterday morning. He was assisting his wife from a wagon in front of Mellis Bros' store, when her foot slipping from the wheel, she fell heavily forward, the ...struck Mr. Lail on the knee, which dislocated the joint. The dislocation made a noise which reminded one of a pistol shot. Dr. Chapman was called, who readily adjusted the joint, but not without great pain to the injured man. Mr. Lail fortunately escaped without the least injury.

...Trades.—In the U. S. district court yesterday, the case of the government against D. Perce was tried. The defendant was arresting charged with cutting timber on the Umatilla Indian reservation and was ... guilty. Pettit entered a plea of guilty, and was ... to pay a fine of ... ...money, was sentenced by the court to pay a fine of ... to committed to the county jail for three days. The defendant Donaldson, his bail was ... discharged.

...Fire.—At half-past seven yesterday morning ... house on the west side ... in the roadway ... a considerable depth, at the foot of Morrison ... A fire was ... in the department ... ...ly, but the fire was soon ... ... The house was ... by spontaneous combustion, from hayseed ... which ... was ... ... The occupants ... and nothing ... ...

...Assignee Asked.—Yesterday afternoon, ... Chas. D. Ireland, in charge of the circuit ... ... Saint Johnson & Co., ...

The Daily Oregonian.

FRIDAY MORNING, APRIL 29, 1881.

DECISION IN U. S. DISTRICT COURT BY JUDGE DEADY.

In District Court, District of Oregon.

April 28, 1881.

No. 2,267. In Admiralty. J. A. Brown et al. vs. The Canada, her tackle, etc.

Libelants.

Claimants.

This is a libel in rem for wages and disbursements as master of the Canada, a vessel of 1,000 tons burden, owned by the claimants, and employed in the coasting trade between San Francisco and Portland, Oregon. The libelants shipped as seamen at San Francisco on the 1st of March, 1881, and performed said contract prior to March 15th, for which they are entitled to the sum of $50.50 each. Pending said contract they expended and paid out $75.50 in docking said vessel and for wages and expenses for the master, and that there is due them for such services and expenditures the sum of $1,007.10, which sum is a lien upon said vessel.

To this libel Bingham H. Smith et al., owners of the vessel as mortgagees in possession under a mortgage from the owners, George and Jabez Howes, except and allege that the facts stated therein do not give the libelants a lien upon the vessel.

Since the commencement of this suit, April 6, 1881, the Canada has been sold upon an interlocutory decree made in the suit of Thomas F. Neuhert et al. for wages, commenced March 9, 1881, for the sum of $26,000, but the proceeds are not sufficient, after paying the claims against her, which are admitted and have precedence over the claim of the mortgagees, to pay wages, bottomry bond, and towage and pilotage, to satisfy the same.

If the case was one of first impression, I should have no hesitation in holding that the contract and service of the libelants was a maritime one, and therefore that their claim is privileged and a lien on the vessel.

It falls exactly within the definition of such contract as given by the late learned and accurate admiralty judge of the district of Maine:

"By the general maritime law every contract of the master, within the scope of his authority as such, binds the vessel, and gives the creditor a lien upon it for his security." The Package, Ware, 928.

When this service was performed for the Canada she was, in the sense of the maritime law in a foreign port, that is, a port without the state where she belongs, and her owner resided (The Aviator, 1 Sumn., 74; The Gimsan, 2 Sumn., 160; The Sultana, 13 How., 362), and therefore the master was authorized as the agent of the owner to employ the libelants to aid in the delivery of the cargo, "by discharging it from the deck of the vessel upon the wharf (that being the essential part of the undertaking and voyage of the ship), so as to be appropriately characterized in Benedict's Admiralty (§ 265), as the crowning act of maritime commerce, that for which all others flow, and to which all other acts are subordinate, and on which the right to freight depends, and which is, in fact, for great purposes and the only ultimate purpose of a ship the delivery of the cargo."

But in the cases of the Amado, 1 Ware, 475 (1836), The Joseph Cunard, Olc., 125 (1845), and Oliver Moray, 1 Ald. & L., 341 (1848), cited by Judge Betts, and The S. C. Trevor, 1 Wall., Jr., 370 (1849), decided by Mr. Justice Grier, it was held or said that the contract of a seaman was a maritime, and therefore a lien upon the ship for his services.

In The A. H. Oxnard, 3 Law. R., 1869, Judge Lowell followed these authorities under protest. So in the George T. Kemp, 2 Law. R., 142 (1874), Judge Sprague said: "It is well settled that the furnishing of necessary supplies to a vessel in a foreign port is a maritime contract, and gives a lien on the vessel, although the supplies are furnished on the credit of the owner personally, and not on the credit of the vessel." And in the Kalorama, 2 Law. R., 1875, Judge Sprague held that the repairing of a vessel in a foreign port was a maritime contract, and gave a lien on the vessel, although the repairs were furnished on the credit of the owner personally, and not on the credit of the vessel. And in the Lulu, 10 Wall., 192 (1869), Mr. Justice Miller said: "The contract of a seaman is a maritime contract, and the lien upon the vessel for his wages is a necessary result of that fact." And in the Lottawanna, 21 Wall., 558 (1874), Mr. Justice Bradley